

**LEGAL NOTICE**

TOWN OF EAST WINDSOR, CONNECTICUT

**REQUEST FOR PROPOSALS FOR LEASING OF TOWN OWNED LAND**

The Town of East Windsor will receive sealed proposals for LEASING OF Land for USE as Open Space/ Passive Recreation. The parcel is sixteen (16) acres, more or less, located on Melrose Road further described in Volume 0188, Page 0407 of the East Windsor Land Records. The lease will be for a five (5) year term. Proposals will be accepted until 11 AM on Friday, February 15, 2023. Proposals will be opened in public on Friday, February 15, 2023 at 2:30 p.m. and will be read aloud.

The documents comprising the Request for Proposals may be obtained on the Town of East Windsor website at [www.eastwindsor-ct.gov](http://www.eastwindsor-ct.gov) and at the East Windsor Town Hall in the First Selectman's Office during Town Hall business hours, Monday-Wednesday 8:30 a.m. – 4:30 p.m., Thursday 8:30 a.m. – 7:00 p.m. and Friday 8:30 a.m. to 1:00 p.m.

The Town of East Windsor reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the highest responsible proposer. **Preference for leasing of land will be given to Town residents and businesses.**

Jason Bowsza, First Selectman

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TOWN OF EAST WINDSOR, CONNECTICUT

## REQUEST FOR PROPOSALS FOR LEASING OF TOWN OWNED LAND

**Proposal Opening Date: Wednesday February 15, 2023**

**Proposal Opening Time: 2:30 P.M.**

**Proposed Opening Place: East Windsor Town Hall, 11 Rye Street, Broad Brook, CT**

### LEASING OF OPEN SPACE LAND

One (1) original and one (1) copy of sealed proposals must be received in the East Windsor Town Hall, First Selectman's Office, 11 Rye Street, Broad Brook, CT 06016 by the date and time noted above. The Town will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising this Request for Proposals may be obtained on the Town of East Windsor website at [www.eastwindsor-ct.gov](http://www.eastwindsor-ct.gov) or at the East Windsor Town Hall in the First Selectman's Office during Town Hall business hours, Monday-Wednesday 8:30 a.m. – 4:30 p.m., Thursday 8:30 a.m. – 7:00 p.m. and Friday 8:30 a.m. to 1:00 p.m. **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the Request for Proposals as modified by the addenda.**

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the highest responsible proposer.

This Request for Proposals ("RFP") includes:

- Standard Instructions to Proposers
- Insurance Requirements
- Proposal Form
- Proposer's Legal Status Disclosure Form
- Proposer's Non-Collusion Affidavit Form
- Addenda, if any

**TOWN OF EAST WINDSOR, CONNECTICUT  
STANDARD INSTRUCTIONS TO PROPOSERS**

**1. INTRODUCTION**

The Town of East Windsor (the "Town") is soliciting proposals for **Leasing of open space land**. The Lease will be for a five (5) year term. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer's failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

**2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT**

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be affected by a posting on the Town's website, [www.eastwindsor-ct.gov](http://www.eastwindsor-ct.gov), Invitations to Bid/RFPs. **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

**3. KEY DATES**

Pre-Proposal Conference or Site Visit:

***THIS ITEM IS NOT APPLICABLE TO THIS RFP.***

Proposal Opening: Wednesday, February 15 at 2:30 P.M.

Interviews:

***THIS ITEM IS NOT APPLICABLE TO THIS RFP.***

Preliminary Notice of Award: \_\_\_\_\_

Contract Execution: \_\_\_\_\_

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

#### 4. **OBTAINING THE RFP**

All documents that are a part of this RFP may be obtained at Town Hall during business hours, Monday-Wednesday 8:30 a.m. – 4:30 p.m., Thursday 8:30 a.m. – 7:00 p.m. and Friday 8:30 a.m. to 1:00 OR on the Town's website, [www.eastwindsor-ct.gov](http://www.eastwindsor-ct.gov), under "Invitations to Bid/RFPs."

#### 5. **PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received in the East Windsor Town Hall, First Selectman's Office, 11 Rye Street, Broad Brook, CT 06016 prior to Wednesday, February 15 at 11:00 A.M. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and one (1) copy of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS**," and the **Proposal Title, Proposal Number and Proposal Opening Date**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP: All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

#### 6. **QUESTIONS AND AMENDMENTS**

Questions concerning the process and procedures applicable to this RFP are to be submitted **only in writing** (including by e-mail) and directed **only to:**

Name: Melissa LaBelle  
Department: First Selectman's Office

E-mail: mlabelle@eastwindsorct.com

**Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.**

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, [www.eastwindsor-ct.gov](http://www.eastwindsor-ct.gov), under "Invitations to Bid/RFPs." **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

## **7. ADDITIONAL INFORMATION**

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable. The successfully accepted proposal will be referred to as the "Lessee".

The Lessee does hereby further agree to comply with, and conform to, all the laws of the State of Connecticut, and the bylaws, rules and regulations of the Town of East Windsor relating to health, nuisance, fire, highways, and sidewalks, so far as the Lessor harmless from all fines, penalties, and costs for violation of or non-compliance with the same.

The Lessee does agree to comply with and conform to, all Federal, State and Town laws pertaining to the use and application of any chemicals to be used and the Lessee further agrees to supply the Town of East Windsor with a list of chemicals to be used.

The Lessee does agree to pay for all water and utilities supplied to any sheds, buildings, or for other purposes, on the demised premises, if any.

The Lessee agrees to make no structural repairs or alterations without the written consent of the First Selectman.

If this lease is to be renewed, or extended, the parties agree to renegotiate the rental of these premises no less than 120 days prior to lease period.

## **8. COSTS FOR PREPARING PROPOSAL**

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

### OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

## **9. FREEDOM OF INFORMATION ACT**

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

## **10. REQUIRED DISCLOSURES**

Each proposer must, in its Proposal Form, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

**11. REFERENCES**

***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

**12. LEGAL STATUS**

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete the Proposer's Legal Status Disclosure Form included in this RFP.

**13. PROPOSAL (BID) SECURITY**

All Proposals must be accompanied by a Certified Check, Bid Bond, Letter of Credit, Bank Pass Book, or Cash which shall be not less than ten (10%) percent of the amount of the first year Proposal for each parcel Proposal. Certified Checks will be returned to all except the three highest bidders within five days; Saturdays, Sundays, and Legal Holidays excluded, after opening of Proposals, and the remaining securities of the bidders will be returned promptly after the Owner and the accepted bidder have executed the Contract, or if all Bids are rejected.

Upon the successful proposer's delivery of all documents required by this RFP and its execution of a contract with the Town, the Town shall return the proposal security to the successful proposer and to all other proposers.

***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

**14. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE**

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the provision or goods or performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined/the goods described in this RFP, and it is capable of performing the work/delivering/installing the goods to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

15. **SUBSTITUTION FOR NAME BRANDS**

*THIS ITEM IS NOT APPLICABLE TO THIS RFP*

16. **INSURANCE**

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of each required insurance policy.

17. **PERFORMANCE SECURITY**

*THIS ITEM IS NOT APPLICABLE TO THIS RFP*

18. **DELIVERY ARRANGEMENTS**

*THIS ITEM IS NOT APPLICABLE TO THIS RFP*

19. **AWARD CRITERIA: PRELIMINARY SELECTION CONTRACT EXECUTION**

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will not award the proposal to any business that or person who is in **arrears** or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to**

**withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the proposer.**

If the proposer does not provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer:

The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

## **20. NONRESIDENT REAL PROPERTY CONTRACTORS**

***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

## **21. COMPLIANCE WITH IMMIGRATION LAWS**

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

## **22. NON-COLLUSION AFFIDAVIT**

Each proposer shall submit a completed Proposer's Non-Collusion Affidavit Form that is part of this RFP.

## **23. CONTRACT TERMS**

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet or seeks to clarify or modify, any of these Contract Terms, the proposer must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form (see Section 11 of these Standard Instructions to Proposers).

### **a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractor, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section. The successful proposer's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

b. ADVERTISING

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

c. W-9 FORM

***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

d. PAYMENTS

***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

e. TOWN INSPECTION OF WORK

***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

f. REJECTED WORK OR MATERIALS

***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection, Immediate removal may be required when safety or health issues are present.

h. MAINTENANCE AND AVAILABILITY OF RECORDS

***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

i. SUBCONTRACTING

***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

j. PREVAILING WAGES

***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

k. PREFERENCES

***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

l. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful proposer to provide **1)** evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Connecticut General Statutes section 31-284.

m. SAFETY

***THIS ITEM IS NOT APPLICABLE TO THIS RFP***

n. COMPLIANCE WITH LAWS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the Contract.

o. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In the performance of the Contract, the successful proposer will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful proposer will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful proposer shows that such disability prevents performance of the work involved.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in

ineligibility for further Town contracts.

p. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

q. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

r. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

s. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

t. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

u. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or

proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

v. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

## TOWN OF EAST WINDSOR, CONNECTICUT

### **INSURANCE REQUIREMENTS FOR LEASING OF Town Owned Land**

#### **General Liability & Automobile Coverage Requirements:**

- a. Liability Insurance coverage shall be provided and maintained in the amount of three hundred thousand dollars (\$300,000) together with a farm/personal umbrella policy with a minimum limit of two million dollars (\$2,000,000) while in possession of the property.
- b. The "Town of East Windsor" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of insurance.
- c. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than **A:VII**.
- d. All insurance may not be canceled or modified without thirty (30) days written notice be registered U.S. Mail to: First Selectman's Office, Town of East Windsor, 11 Rye Street, Broad Brook, CT 06016.
- e. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

All insurance policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Town.

The successful bidder shall direct its insurance carrier(s) to provide the Town with a Certificate of Insurance PRIOR TO commencing work and yearly thereafter through the end of the lease agreement. The Certificate shall specifically state that the Town shall receive thirty (30) days advance written notice of cancellation or non-renewal, via registered U.S. mail, addressed to First Selectman's Office, Town of East Windsor, East Windsor Town Hall, 11 Rye Street, Broad Brook, CT 06016. The Certificate shall evidence all required coverage. **All requirements of this section shall be clearly stated in the remarks section of the successful bidder's Certificate of Insurance.**

These insurance requirements are the Town's general requirements. The successful bidder's insurance requirements are subject to final negotiations. The Town reserves the right to request from the successful bidder a complete, certified copy of any insurance policy.

**END OF INSURANCE REQUIREMENTS**

**TOWN OF EAST WINDSOR, CONNECTICUT**

**PROPOSAL FORM  
Land Lease**

PROPOSERS FULL LEGAL NAME: \_\_\_\_\_

**PRICE PROPOSAL**

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

**PARCEL : SIXTEEN (16) ACRES, MELROSE ROAD**

Twenty-two (22) acres of land, more or less, located on Rye Street further described in Volume 0276, Page 0347 of the East Windsor Land Records.

March 1, 2023 – September 30, 2023 = \$ \_\_\_\_\_

October 1, 2023 – September 30, 2024 = \$ \_\_\_\_\_

October 1, 2024 – September 30, 2025 = \$ \_\_\_\_\_

October 1, 2025 – September 30, 2026 = \$ \_\_\_\_\_

October 1, 2026 – September 30, 2027 = \$ \_\_\_\_\_

The total sum: \_\_\_\_\_/100

Dollars (write out in words) (\$ \_\_\_\_\_).

**TOWN OF EAST WINDSOR, CONNECTICUT**

**PROPOSER'S LEGAL STATUS DISCLOSURE**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. AN office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

**IF A SOLELY OWNED BUSINESS:**

Proposer's Full Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different from street address): \_\_\_\_\_

Owner's Full Legal Name: \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name: \_\_\_\_\_

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business".

\_\_\_\_\_

**IF A CORPORATION:**

Proposer's Full Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different from Street Address):

\_\_\_\_\_

Owner's Full Legal Name: \_\_\_\_\_

Number of years engaged in business: \_\_\_\_\_

Names of Current Officers: \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer

**IF A LIMITED LIABILITY COMPANY:**

Proposer's Full Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different from Street Address): \_\_\_\_\_

Owner's Full Legal Name: \_\_\_\_\_

Number of Years engaged in business: \_\_\_\_\_

Names of Current Manager(s) and Member(s):

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

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**IF A PARTNERSHIP:**

Proposer's Full Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different from Street Address): \_\_\_\_\_

Owner's Full Legal Name: \_\_\_\_\_

Number of Years engaged in business: \_\_\_\_\_

Names of Current Partners:

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Does the proposer have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

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Proposer's Full Legal Name

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Name and Title of Proposer's Authorized Representative  
(print)

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Proposer's Representative, Duly Authorized  
(signature)

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Date

**END OF LEGAL STATUS DISCLOSURE FORM**

**TOWN OF EAST WINDSOR, CONNECTICUT**

**PROPOSER'S NON-COLLUSION AFFIDAVIT FORM**

**PROPOSAL FOR:**

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) The proposal is genuine; it is not a collusive or sham proposal:
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of East Windsor is director or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of East Windsor to consider its proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer

\_\_\_\_\_  
Proposer's Representative, Duly Authorized  
(signature)

\_\_\_\_\_  
Name of Proposer's Authorized Representative

\_\_\_\_\_  
Title of Proposer's Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**END OF NON-COLLUSION AFFIDAVIT FORM**